

SECRET

SECURITY INFORMATION

CENTRAL INTELLIGENCE AGENCY
INFORMATION REPORT

25X1A

COUNTRY Poland
SUBJECT Port Procedures - Gdynia

REPORT NO. [REDACTED]

PLACE ACQUIRED
(BY SOURCE)



25X1A

DATE ACQUIRED
(BY SOURCE)

25X1

DATE (OF INFO.)

RESPONSIVE TO	
1	2
CD NO.	[REDACTED]
OO/C NO.	[REDACTED]
ORR NO.	[REDACTED]
DAS NO.	[REDACTED]
OCI NO.	[REDACTED]

DATE DISTR. 23 Jun 1953

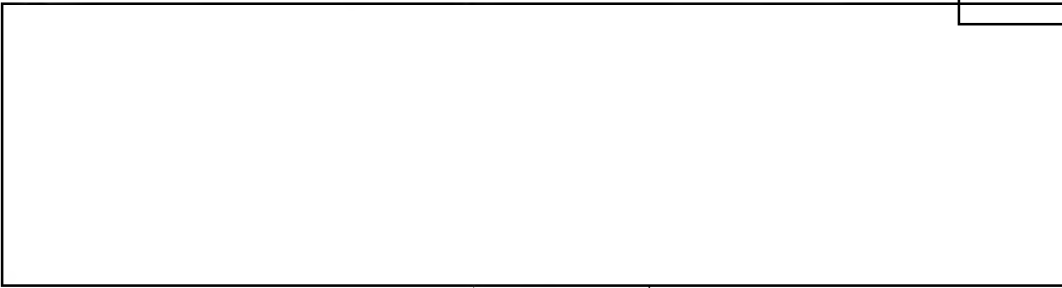
NO. OF PAGES 1

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SUPP. TO
REPORT NO. [REDACTED]

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THIS IS UNEVALUATED INFORMATION



- (a) Charter Party (photostatic copy)
- (b) Surveyor's Report (photographic copy)
- (c) Protique (photostatic copy)
- (d) Ship's Chandler's Invoice (original)
- (e) Ship's Chandler's receipt (original)

- end -

ONI review(s)
completed.

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SECRET

SECURITY INFORMATION

DISTRIBUTION	STATE	<input checked="" type="checkbox"/> ARMY	<input checked="" type="checkbox"/> NAVY	<input checked="" type="checkbox"/> AIR	<input checked="" type="checkbox"/> FBI						
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**BALTONA**

SHIPCHANDLERS

Head Office: GDYNIA, PUŁASKIEGO 6 — Phone 43-06, 43-08

BRANCHES:

GDYNIA GDAŃSK SZCZECIN USTKA DARŁOWO KOŁOBRZEG SWINOUJŚCIE-ODRA
 Indyjska 15 NOWY PORT
 Phone 30-73 Zamienića 18 Małopolska 58 M. Stalina 32 Powstańców 64 Wojewódzka 14 Okólna 27
 32-65 Phone 421-87 Phone 53-42 Phone 306 Phone 143 Phone 151 Phone 30
 Cable — BALTONA

Gdynia, date 12.12. 1952

CREDIT

INVOICE N^o 3325/A COPY

To be paid by Owner of "BALTONIA" - C/o Morska Ag.P.P.

w Gdyni

For goods delivered on board of ship "S. BALTONIA" Italian flag

QUANTITY	DESCRIPTION	PRICE	\$ TOTAL
20	kg. cabbage	kapusta biała 0.05	1.-
5	" beets	buraki 0.10	0.50
			<hr/> 1.50

100% : \$ one 50/100

BALTONA
 ZAOPATRYWANIE STATKÓW
 SHIPCHANDLERS
 BRANCH GDYNIA

A/m good order and condition

Master

Nr 58524

MORSKI URZĄD ZDROWIA
MARITIME BOARD OF HEALTH

RZECZPOSPOLITA POLSKA
THE REPUBLIC OF POLAND

Kw. Rg. *Exp.*
Gu.

Zgodnie z prawem i przepisami kwarantannowymi Rzeczypospolitej Polskiej
In Accordance with the Quarantine Laws and Regulations of the Republic of Poland

Statek *1/1* *Simone*
The

Bandera
Flag
przybyły
Arriving

Włochy

Kapitan
Master

7. XII. 52 godz. *18.00* z *GLASGOW*
kra. from

E. H. H. S. 17870

Otrzymał
Is admitted to

Prawo Wolności Ruchów

Free Pratique

Na czas obecnego postoju w tutejszym porcie.
During the present stay in this port.

Uwagi
Remarks

Port
Port of

Gdynia dnia *7. XII. 52*
the



Lekarz portowy
Port Health Officer

U.C. 3-10 Zm. 001 5.1.52 - 000 p.m. bezwzględnie. M. M. 19. 5. 52. - 14.12.52.

MAHSEN HUNARA
LEKARZ

ENC. (6)

Gdynia 17. XI. 52.

SURVEY REPORT No. 36

... holds of the ship *Armenia* ... steam ... *7990* ...
Italian ... bound for *Italy* ... ready to
 ... cargo coal on the *11.11.52* ... from hrs. to ... hrs.
 ... vessel ready to load on the *11.11.52* at 08,00
 ... consisting of:

... *A. G. G.* ... Surveyor of Polcarga Gdynia,
 ... *E. G. G.* ... Master of the above Vessel
 ... *W. G. G.* ... Representative of Messrs. ...
 ... *J. G. G.* ... Representative of JH2. "Wagelokoks",
 ... *P. G. G.* ... Representative of ZPGG, Gdynia
 ... *P. G. G.* ... Representative of Ship's agent M.A.G.

... commission ascertained as follows:

... holds are well cleaned and free of any easily inflammable articles.

- a/ Bilges, pumps and gards are clean and are working properly.
- b/ Steam and hot water pipes are properly isolated.
- c/ Electrical cables protected in metal tubes.
- d/ Ventilation in proper condition.
- e/ Engine-room suitable isolated.
- f/ Vessel fitted with anti-firing installation

Statement: the holds are un/fitted to transport cargoes of coal to the south of Cape Finistère.

- 1/ ... *A. G. G.* ...
- 2/ ... *E. G. G.* ...
- 3/ ... *P. G. G.* ...

(1) According to the ...
 to load at 08,00 ...

BEST COPY
Available



WM H. MULLER & Co.

GENOVA (232)

MINERAL 22 473 - 21 509

WMH T. STOL
Large Zeeva
Telegr. MINERAL

POLCON C/P - ADDITIONAL CLAUSES

- 27 - Freight shall be paid at the rate of:
- 32/- if vessel will be ordered to discharge at Genoa, Savona, Spezia, Leghorn, Civitavecchia or Naples; 1/6 extra if two ports as above.
- 36/- if vessel will be ordered to discharge at Brindisi, Bari, Barletta; ~~1/6 extra if two ports as above~~ OR ~~if vessel will be ordered to discharge~~ at Ancona, Venice, Trieste; 1/6 extra if two ports as above.
- Full freight earned on signing Bill of Lading.
- Freight to be paid in Genoa in Italian Lire; 50% within 7 (seven) days from signing Bills of Lading, discountless and not-returnable ship and/or cargo lost at the official rate of exchange ruling on the day of signing Bills of Lading, between Pound Sterling and Italian Lira. The balance of the freight to be paid on receipt of telegraphic advice of right and true delivery of the cargo, per ton of 20 cwt or 1016 kilos at the official rate of exchange as above. Charterers to have the option of paying the freight on Bill of Lading quantity less 2% in lieu of weighing, to be declared before breaking bulk.
- 28 - Vessel to be discharged at the average rate of 800 tons per day of 24 hours, vessel paying 10d. (tenpence) per 1000 kilos. Charterers have the option, to be declared before breaking bulk, of discharging at the average rates as follows:
- | | | |
|----------------------------------------------|-------|----------------|
| 1000 tons per day of 24 hours, vessel paying | 1/-d. | per 1000 kilos |
| 1500 | " | " |
| 2000 | " | " |
| 3000 | " | " |
- 29 - Orders for discharging port to be given on signing Bills of Lading or by wireless on passing Gibraltar without delay to the vessel, but Master to wireless at least 72 hours prior to vessel's expected time of arrival at Gibraltar to ~~BERNARD - GENOA~~ Master to give 4 days notice of arrival at discharging port over the wireless to BERNARD - GENOA
- 30 - Vessel at loading port to shift to a second loading berth for ship's account, if required by Shippers' Agents for loading and/or completing the loading of the cargo and/or trimming.
- 31 - Vessel's draft at loading port not to exceed 27'6", fully laden at Gdansk or Gdynia.

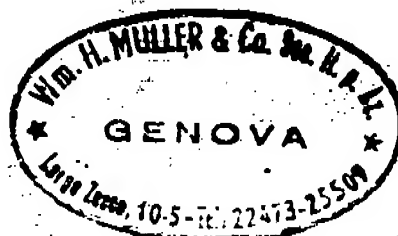


W^M H. MULLER & Co.

GENOVA (210)

MINERAL 10-5-RE 22473-25509

- 32 - Demurrage in loading or discharging, if any, to be paid together with the balance of freight.
- 33 - In the event of vessel loading from Stock pile, Shippers' Agents have to state on the Bills of Lading the quantity of the cargo as calculated from ship's draft. In order that this may be ascertained, the Master shall sign a statement certifying the ship's draft on arrival after discharge of water ballast, if any. Master shall further keep Shippers' Agents informed of the weight of all quantity of bunkers, water, provisions, stores, and other articles taken on board the vessel after the draft on arrival has been ascertained and the number of tanks which the vessel would load between the arrival draft and the draft on completion of loading, less the weight of bunkers, etc. loaded as certified by the Master, shall be stated on the Bills of Lading accordingly.
- 34 - The Shippers and Charterers are under no obligation to supply any exceeding quantity which may eventually be required later on and in such cases they are not responsible for deadfreight for such quantities.
- 35 - DESPATCH: Owners to pay despatch at half demurrage rate for all working time saved at loading port as well as on working time saved at discharging port. Despatch on discharge to be based on the rate of discharge declared by Charterers or Receivers before breaking bulk; in case of despatch accumulative hours as per Clause 3, line 31, not to be counted for despatch money.
- 36 - Both-to Blame, New Jason, War Risk Clauses 1 & 2, and Ice Clause (Polcon C/P) are incorporated in this Charter Party.
- 37 - Charterers undertake to advance the funds required for the payment of trimming, despatch money, if any, bunkers, ship's disbursements including brokerage. The amounts so advanced are to be considered as advance freight, signed for accordingly on Bills of Lading and increased by 1% (one percent) outlay commission, and deducted from balance of freight.



Issued by
The Documentary Council of
The Baltic and International
Maritime Conference
Agreed Warsaw, October, 1950,
with
Centrala Zbytu Węgla
(Polish Coal Sales Corporation), Katowice
Agreed with
The Scandinavian Coal Importers' Federation
Adopted by
the Documentary Committee of the Chamber
of Shipping of the United Kingdom

Approved For Release 2003/10/22 : CIA-RDP80-00926A006400430001-5
THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE
POLISH COAL CHARTER 1950

For Coal and Coke from Poland

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AND INTERNATIONAL MARITIME
CONFERENCE, COPENHAGEN

Genoa 14th November 1952

Code Name:
POLCON

IT IS THIS DAY MUTUALLY AGREED between *MIN. S.A.I.C.E.N. Savona*

Owners of the *Italian vessel "ARMONIA"* of 4341 tons net register, 10800 tons or thereabouts
deadweight, exclusive of bunkers, now *trading* and expected ready to load on or about
and *Min. Consorzio Carbonifero Ital. S.p.A. Genoa as agents for MIN.* Charterers, as follows:
Barbarans Gdynia

1.—The said Vessel being in every way fitted for the voyage, shall with all possible despatch proceed to

a) Gdynia, Gdansk at Shippers' option to be declared latest in Gdynia roads

~~in Gdynia, Gdansk or Yelabinsk, one port at Shippers' option to be declared when steaming~~

~~or Gdynia or Smolensk, one port at Shippers' option to be declared latest in Smolensk roads~~

where she can safely lie always afloat, and there load below deck, unless otherwise agreed, in the customary manner a full and complete cargo of ~~coal~~ *coal*

of about *10.000* tons of 1000 kilos (5% more or less in Owners' option). ~~Should the~~

~~When giving notice of the approximate loading date under clause 3 the Owners shall state the approximate quantity of cargo and bunkers required in tons of 1000 kilos~~

~~and also the gross cubic capacity of each hold.~~

Being so loaded, the Vessel shall proceed with all possible despatch to *Savona, Genoa, Spezia, Leghorn, Civitavecchia, Naples*

Brindisi, Bari, Barletta, Ancona, Venice, Trieste, one or two ports of the same coast.

and deliver the cargo alongside any wharf, floating depot or lighters as may be

ordered by the Consignees where she can safely lie always afloat.

2.—(a) The freight shall be paid at the rate of *as per clause 28* per ton of 1000 kilos taken weight provided

the Vessel arrives without having been fully and completely loaded (which must be declared in writing before loading begins) to pay on delivered weight,

in which event the cargo shall be weighed simultaneously with the discharging by official weighers, the Consignees paying all expenses, but the Owners or their Agents

having liberty to provide check clerk at the Owners' expense.

(b) The Consignees shall pay freight on account during delivery of the cargo.

(c) The total freight (less advance on port of loading if any) shall be paid on unloading and right delivery of the cargo in cash at the port of discharge at the official rate

~~of the day of discharge.~~

3.—The loading date shall not be before 7 a.m. on the *25th November 1952* but *Barbarans Gdynia and* Shippers' Agents are to

receive from the Owners at least 10 clear running days' written notice of the approximate loading date and at least 5 clear running days' written notice of the definite loading

date (if 7 a.m.). The Captain or the Owners or their Agents shall keep the Shippers' Agents continuously advised by telegram of any alterations regarding the Vessel's position.

If the Vessel be not ready to load within 48 hours after the definite loading date, 24 hours' extra loading time shall be allowed.

A sailing telegram shall be sent or communicated to the Shippers' Agents when the Vessel leaves her last port, or if bound to or lying at a local port to discharge, 24 hours'

written notice shall be given when the Vessel is expected to be clear of cargo, or in default 24 hours more shall be allowed for the loading.

4.—Written notice of readiness (Captain's Notice) to receive the entire cargo not to be given to Shippers' Agents before the Vessel is actually ready to receive the entire

cargo and provided the Vessel is ready to receive the entire cargo at the Office hours between 9 a.m. and 4 p.m. on a working day.

Use for loading to count from 2 a.m. on the next working day after the receipt of Captain's notice.

The Vessel shall not be considered ready to commence the loading until the holds intended for cargo are free of inward cargo and properly cleaned, especially when

destined to north south of Bay of Biscay. All hatch beams shall be removed before loading.



Cargo.
Quantity.
Port of Discharge.
Freight.

Notice of readiness.
Captain's notice.
Time to count.
Hatch beams.

When giving loading date
the Charterer, he must in
writing to be delivered

Discharge Alternatives (A), (B) or (C) not adopted, but if the Charterer shall discharge under clause 11.

Insert here: "Current prices (according to Tariff, if any, reported by The Baltic and International Maritime Conference), or a fixed price."

(B) Fixed Price.

(C) Free Discharge.

Exemptions.

Deviation.

Demurrage.

Dues and Charges.

Address Commission etc.

Cancelling.

Act of God.

Liens.

General Average.

Agency.

Arbitration.

General Provisions.

10.-The cargo shall be taken from alongside by the Consignees at the port of discharge free in expense and time to use, remove, re-stow, or re-secure, provided the Vessel can deliver at this rate. If the cargo is not delivered at this rate, the Consignees shall be liable for the expense and time to use, remove, re-stow, or re-secure the cargo. If the Vessel is fixed to discharge at another port, the time for discharging shall count when the Vessel has arrived and the Captain has given written notice of arrival to the Consignees or their Agents, and reported at the Custom House, or permit obtained to commence discharge, and is ready to deliver (whether in berth or not), but not to commence between 6 p.m. and 6 a.m., notwithstanding any custom or law of the port of discharge. The time occupied in moving from outer harbour to berth shall not count. If the discharging be commenced earlier than the time stipulated the time shall count from the commencement of the discharging, but only effectively used hours to count.

11.-^{ed for clause 10} (A) The Consignees shall effect the discharge of the cargo, the Vessel paying per ton of 1000 kilos for all work in connection with unloading and providing winches, motive power and running gear customary at the port of discharge. The Vessel shall also provide Ship's winchmen if requested and permitted; otherwise the Consignees shall provide and pay for winchmen, who shall nevertheless be regarded as servants of the Owners.

(B) The Consignees shall effect the discharge of the cargo, the Vessel paying per ton of 1000 kilos for all work in connection with unloading, and providing winches, motive power and running gear customary at the port of discharge. All extra expenses, in connection with discharging beyond ordinary working hours to be paid by the party at whose request such work is performed. The Vessel shall also provide winchmen from the crew if requested and permitted, otherwise the Consignees shall provide and pay for winchmen from shore, who shall be regarded as servants of the Consignees, but shall follow the instructions of the Captain in connection with the discharging.

(C) The Consignees shall effect the discharge of the cargo, free of all risk and expense to the Vessel. The Vessel shall provide winches, motive power and running gear customary at the port of discharge. The Vessel shall also provide winchmen from the crew if requested and permitted, otherwise the Consignees shall provide and pay for winchmen from shore, who shall be regarded as servants of the Consignees, but shall follow the instructions of the Captain in connection with the discharging.

12.-In case of strikes, lock-outs, civil commotions, accidents, or any other causes beyond the control of the Consignees which prevent or delay the discharging, such time shall not count unless the Vessel be already on demurrage.

13.-The Vessel shall have liberty to tow and to be towed and to assist Vessels in distress and to deviate for the purpose of saving life or property, to sail without pilots and to call at any ports in any order, for bunkering or other purposes or to make trial trips after notice, or adjust compasses and/or radio equipment and reasonable exercise of any of these liberties shall not be deemed to be a departure from the contractual route.

14.-Demurrage, if any, at the rate of £ 150.- per day of 24 hours or pro rata to be paid by the Charterers if the Vessel be detained beyond her loading time as per clause 32.

15.-The Charterers shall pay all dues and duties on the cargo at the port of loading. The Consignees shall pay all dues and duties on the cargo at the port of discharge, also the additional cost of discharging, if any, in consequence of separation of different parcels. The Owners shall pay port dues, pilotage, towage and other charges appertaining to the Vessel.

The Vessel shall be free, both at the ports of loading and ports of discharge, of any address commission, freight encashment commission or lackage money, notwithstanding any local custom. If contrary to this clause any address commission, freight encashment commission, or lackage money be imposed, the Consignees of the cargo must refund the amount to the Owners before the completion of the discharge.

16.-Should the Vessel not be ready to load at 9 a.m. on December 10th, 1952 or if any misrepresentation be made respecting the size, position or condition of the Vessel the Charterers shall have the option of cancelling the Charter, such option to be declared latest on notice of readiness (Captain's Notice) being given under Clause 4. If the Charter is cancelled the Charterers shall inform the Owners and the Shippers' Agents. If the Charter is maintained although the cancelling time has expired a new cancelling date shall be agreed upon.

17.-The Charterers shall have permission to re-charter or sub-let at any rate of freight without prejudice to the Charter, and the Bills of Lading shall be signed at any rate of freight without prejudice to the Charter. If such freight be lower the difference shall be paid in cash before signing the Bills of Lading, if higher, the difference shall be endorsed on the Bills of Lading, or in the option of the Charterers be refunded to them by the Owners after payment of the freight.

18.-Throughout the Charter losses or damages whether in respect of goods carried or to be carried or in other respects arising or occasioned by the following causes shall be mutually excepted, viz.:
The Act of God, perils of the seas, fire on board, in bulk, craft, or on shore, battery of the Master or crew, enemies, pirates, robbers, or thieves, arrests and restraints of princes, rulers and peoples, collisions and strandings, explosion, bursting of boilers, breakage of shafts, or any latent defect, even if existing at the beginning of the voyage, in the hull, boilers, machinery, or appurtenances, negligence, default, or error of judgment of the pilot, Master or crew, or other servants of the Owners, in the management or navigation of the Vessel, unseaworthiness, provided that the Owners have exercised due diligence to make the Vessel seaworthy.

19.-The Master or the Owners shall have an absolute lien upon the cargo for all freight, deadfreight, demurrage, damages for detention, average and charges.

20.-In case of General Average the same shall be settled according to the York/Antwerp Rules, 1950. Should the Vessel put into any port leaky or with damage the Owners shall without delay inform the Charterers thereof.
Cargo's contribution to General Average shall be paid to the Owners even when such average be the result of fault, neglect or error of the Master, pilot or crew. The Charterers, Shippers and Consignees expressly renounce the Netherlands Commercial Code, Art. 700, and the Belgian Commercial Code, Part II, Art. 148.

21.-The Charterers shall appoint their own Brokers or Agents bank at the port of loading and at the port of discharge and at the port of destination. Two percent commission and 22-1/2% brokerage of one third of five per cent upon the freight and deadfreight is due by the Owners to the Charterers on shipment of the cargo (Vessel lost or not lost).

23.-^{forced} (a) Should any dispute arise under the provisions applying to the loading port in the Charter, the same shall be referred to two Arbitrators, one to be appointed by each party, sitting in the country of the loading port and in case the said Arbitrators cannot agree, then to an Umpire sitting in the country of the loading port. (b) Any such dispute shall be referred to one Arbitrator, one to be appointed by each party, sitting in the country of the loading port and in case the said Arbitrators cannot agree, then to an Umpire sitting in the country of the loading port.

24.-The General Provisions Clause, the Both-to-Bleed Collision Clause and the Amended Jason Clause as set out in the form of Bill of Lading below shall apply. Clause 25 and 26 as printed on the back of the original contract - and attached

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